

**Service Order**  
**Homing Tandem – Trial Arrangement**

This Service Order is made by and between Inteliquent, Inc. (together with its affiliates providing Services, "Carrier") and Millicorp d/b/a Millivox ("Customer"). This Service order is made under the Master Services Agreement between the parties.

A. Carrier provides, voice interconnection services, including but not limited to voice tandem services.

B. The Parties desire that, on a trial basis, Customer designate Carrier in the Local Exchange Routing Guide ("LERG") as Customer's homing tandem for (1) local and intraLATA traffic and (2) and interLATA traffic ("Inbound Access Traffic"). Inbound Access Traffic is also sometimes referred to in the industry as Feature Group D or FGD Traffic.

C. As a result, Customer and Carrier will exchange (1) local, intraLATA and intraMTA traffic that is sent from a third party provider, local exchange carrier or wireless provider to Carrier and then to Customer and (2) Inbound Access Traffic that is sent from an interexchange carrier ("IXC") to Carrier and then to Customer. The traffic described in the foregoing sentence is referred to herein as "Inbound Traffic".

D. Carrier will perform the homing tandem and related functions with respect to such Inbound Traffic.

E. This Service Order and the interconnection described herein is being performed on a trial basis in connection with a trial approved by the Federal Communications Commission under which telephone numbers are being provided to interconnected VoIP Carriers (the "FCC Number Waiver Trial").

**Agreement:**

Intending to be legally bound, the parties agree as follows:

1. Points of Interconnection; LERG Designation: Promptly after this Service Order becomes effective, Customer and Carrier will develop a schedule under which Customer will designate Carrier in the LERG as Customer's local, intraLATA and FGD homing tandem for Inbound Traffic terminating to Customer's end users. The parties will work together in good faith in order to promptly complete this designation, including establishing appropriate interconnection and trunking between their networks.

2. Carrier Responsibilities: For each market subject to this Service Order, Carrier will provide the following services (the "Services"):

- Order test and manage all interconnection trunks to the applicable ILEC local tandem or end office, as applicable.
- Route (1) local, intraLATA and intraMTA traffic and (2) Inbound Access Traffic received at Carrier's tandem or end office to Customer's switch.
- Exchange traffic with Customer using SIP or other mutually agreed upon signaling protocol.
- Order, test and manage interconnection facilities between Carrier's tandem/end office switch and Customer's switch.
- Order new signaling route sets to support new ILEC trunk groups where Carrier currently does not have existing routes open. Customer will be responsible for any charges related to route sets ordered for Customer's traffic.

- Determine augments required between Carrier and the relevant IXC's and between the Carrier's end office and the relevant ILECs given traffic forecasts provided by the Customer at least 90 days in advance.
- Manage and resolve trouble tickets via Customer's Network Operations Center.
- Comply with the terms and conditions on Exhibit 1 with respect to outbound traffic; in addition, pay for outbound traffic pursuant to the pricing and other terms and conditions set out under separate service order(s).

3. Customer Responsibilities: For each market subject to this Service Order, Customer will:

- Obtain LNP Service Provider ID from NPAC.
- Obtain NPA/NXX and LRN in each LATA.
- For all NPA/NXX's and LRN's, assign Carrier's tandem CLLI as the originating and terminating CLLI for (1) local and intraLATA and (2) FGD Traffic in the LERG.
- Participate in test and turn-up process with Carrier for each Customer NPA/NXX.
- Provide accurate quarterly forecast data for inbound traffic in order to prevent call blocking.
- Provide accurate quarterly forecast data for outbound traffic in order to size trunking appropriately.
- Support all LNP responsibilities associated with porting in and porting out numbers for its subscribers.
- [ok to delete]
- Send all Toll Free and 1+ traffic to Carrier for delivery by Carrier to the appropriate IXC

4. Charges: The Parties plan to connect using a public IP connection. No charges will apply to traffic terminating to Customer during the FCC Number Waiver Trial. The Parties will mutually agree on the charges (if any) that will apply in a post-trial period.

5. Term: The initial term of this Service Order is six months. The term will automatically renew for successive monthly periods, unless terminated by written notice provided by either Party to the other Party no less than 30 days prior to the end of the initial term or any renewal term. Notwithstanding the foregoing, either Party may terminate this Service Order at any time without any liability by providing the other Party with 30 at least 30 days written notice. Moreover, the term of this Service Order will end automatically at the time the FCC Number Waiver Trial ceases to be in effect if, as a result of the end of that trial, Carrier can no longer act as Customer's homing tandem for either (1) local and intraLATA or (2) Inbound Access Traffic.

6. Third Parties; Indemnity: Carrier may charge applicable amounts (e.g., local transit charges, reciprocal compensation charges, or switched access tandem charges) to any third party carrier that uses Carrier's services to reach Customer's switch.

Customer will not charge Carrier any amounts in connection with any traffic exchanged under this Service Order. Customer will be solely responsible for and will indemnify Carrier from and against any claim that Customer has failed to comply with any provision set forth on Exhibit 1 and in connection with any traffic exchanged hereunder or as a result of the use of the TNs, including but not limited to any intercarrier compensation charges, whether imposed on Carrier pursuant to tariff, ICA, or otherwise. Customer will be responsible for Carrier's expenses, including reasonable attorneys' fees and expenses, incurred in defending against any claims under this indemnity, and/or successfully collecting any amounts owed to Carrier by Customer in connection with traffic exchanged under this Service Order.

[Signatures on Next Page]

**Customer Information**

Millicorp  
Corporate Name

[Signature]  
Customer Signature

Duane Dyar  
Name (Printed)

VP Operations  
Title

8/2/13  
Date

Inteliquent Acceptance  
Signature:

[Signature]



**Exhibit 1**  
**Outbound Terms and Conditions**

The following terms and conditions apply to all traffic sent from Customer to Carrier (for delivery to the appropriate LEC or IXC):

1. **Registration and Certification: Federal/FCC and State**
  - a. In order to offer outbound calling, Customer must in each jurisdiction where Customer offers an outbound voice service, be a licensed CLEC or interconnected VOIP Carrier as designated by the FCC and applicable state regulatory agencies.
  - b. Customer must file all appropriate registration documents with the FCC and with state regulatory agencies.
  - c. Customer must obtain and maintain all required certifications and licenses.
  - d. Upon request, Customer will provide Carrier with evidence that it has complied with the foregoing.
2. **Reporting: Federal/FCC and State**
  - a. Customer must file all required reports with the FCC and state regulatory commissions.
  - b. Upon request, Customer will provide Carrier with evidence that it has complied with the foregoing.
3. **Regulatory Fees: Federal, State and Local**
  - a. Customer is responsible for collection of regulatory fees from end-users
  - b. Customer is responsible for payment of regulatory fees to appropriate federal, state, county or local entity
  - c. Upon request, Customer will provide Carrier with evidence that it has complied with the foregoing.
4. **Jurisdictional Taxes: Federal, State and Local**
  - a. Customer is responsible for collection of all taxes from end-users
  - b. Customer is responsible for payment of all taxes to appropriate federal, state, county or local taxation authorities
5. **Communications and Law Enforcement Act (CALEA)**
  - a. Customer is responsible for implementing a compliant CALEA solution for the purposes lawful intercept on Customer network and otherwise complying with all CALEA obligations.
  - b. Customer must provide evidence to Carrier that a CALEA solution is operational on Customer's network before providing outbound traffic to any end user.
6. **Emergency Services (911, E911, Next Generation 911)**
  - a. Customer is responsible for implementing a compliant Emergency Services Solution from a 3<sup>rd</sup> Party to the extent applicable according to the jurisdictional requirements in which Customer operates.
  - b. Customer must provide evidence to Carrier that Emergency Services Solution is operational on Customer network before providing outbound traffic to any end user.
7. **Local Non-Emergency Services (311)**

- a. Customer will offer end-users access to non-emergency services to the extent applicable as offered or required by local or state regulation.
  - b. Customer will translate 311 calls dialed by end-users into a ten digit routable telephone number that corresponds to the closest local non-emergency services bureau. Customer will maintain this information.
  - c. Carrier will route translated calls to the local non-emergency services bureau at local rates.
8. Database Services: Caller ID Name (CNAM), Line Information Database (LIDB)
- a. Carrier will not provide a CNAM service. Customer is free to use a 3<sup>rd</sup> Party CNAM service, so long as this service is provide in accordance with naming rules provided by Carrier.
  - b. Carrier will not provide a LIDB service. Customer is free to use a 3<sup>rd</sup> Party LIDB service, so long as this service is provide in accordance with the default settings provided by Carrier and which are not changeable.
    - i. 3<sup>rd</sup> Party Billing : Disabled
    - ii. Collect Calling : Disabled
  - c. Should Carrier subsequently introduce a CNAM or LIDB service, Customer and Carrier will negotiate in good faith commercial terms for the provision of this service and Customer must not unreasonably withhold agreement to use Carrier's CNAM or LIDB service.
9. Information Services: Directory Assistance, Operator Services
- a. Customer may use 3<sup>rd</sup> party Directory Assistance and 3<sup>rd</sup> Party Operator Services to provide these features to end-users.
10. 611 and End-User Support or End-User Repair Services
- a. Carrier does not offer any end-user support services or field repair services.
  - b. Customer agrees to the extent applicable to route all 611 and calls to end-user support services.
11. Customer Personal Network Information (CPNI)
- a. Customer must comply with all CPNI requirements as mandated by the FCC.
12. Outbound Termination
- a. Customer will use Carrier's termination services for the following call types. The rates, terms, and conditions that apply will be set out in a separate service order.
    - i. IntraLata Local
    - ii. IntraMTA Local
    - iii. IntraLata Toll
    - iv. InterLata Long Distance
      - 1. All 50 US states
      - 2. Puerto Rico
    - v. Toll Free
    - vi. International Long Distance (ILD)
      - 1. Select destinations to Canada only
      - 2. No ILD service is provide to other jurisdictions at this time
  - b. Carrier will not provide routing or termination services for the following call types;
    - i. 911
    - ii. NPA-976 calls

- iii. 900-NXX calls
- iv. 700-NXX calls
- v. International Long Distance outside Canada

13. Call Detail Records (CDRs)

- a. Carrier will provide bulk Call Detail Records upon Customer request via an electronic interface.